



NAME OF THE LIMITED TENDER	:	TRANSIT MILK THROUGH ROAD MILK TANKERS ON CONTRACT BASIS.
CAPACITY OF THE MILK TANK	:	15000 Litre :2nos Total :2nos
SCOPE OF WORK	:	TRANSPORTATION OF MILK FROM / TO DCMPU DAIRIES / CHILLING CENTERS / BULK MILK COOLERS OF TAMILNADU / ANDHRA PRADESH / KARNATAKA / KERALA / TELANGANA STATES AND OTHER DAIRIES/DINDIGUL -TVMALAI,PALANI-TVMALAI DCPD
CONTRACT PERIOD	:	
EMD	:	Rs.10000/- (Per Tanker)
TENDER NOTICE REFERENCE	:	1039A/TPT/2022

LIMITED TENDER

TECHNICAL BID

Dindigul District Co-Operative Milk Producers' Union Ltd,

Dindigul

Noted and agreed to the above

SIGNATURE OF THE BIDDER

INDEX

Sl.No.		Description	PageNo.
1.	Common Format for All Vehicles	RMT - Covering Letter	1
2.		Common Index	2
3.		Tender Information	3
4.		Technical bid-Check list	4 & 5
5.		Limited Tender Application	6
6.		Instructions to the bidders	7 & 8
7.		General Terms and conditions	9 to 20
8.		Pre-Qualification Criteria - Technical Bid	21
9.		Scope of Work	22
10.		Evaluation and Comparison of the Tender offer	23
11.		Technical Specification	24
12.		Abbreviations	25
13.		Annexure - A	26
14.		Annexure - B	27
15.		Annexure - C	28
16.		Annexure - D	29
17.		Model Agreement Format	30 to 44
18.	Tankers Specifications	Annexure - E	45
19.		Annexure - F	46 & 47
20.		Annexure - G	48
21.		Annexure - H	49 & 50
22.		Annexure - I	51
23.		Annexure - J	52 & 53
24.		Tanker volume Analysis Report - Annexure - K	54

Noted and agreed to the above

SIGNATURE OF THE BIDDER

(RMT – COVERING LETTER)

To

The General Manager,
Dindigul DCMPU Ltd.
Dindigul
Tamil Nadu

Respected Sir,

1. Please find enclosed the limited tender with all the columns properly filled in.
2. I / We have remitted the EMD of Rs. 10000/- for 15KL tankers by means of Demand Draft 15000 Litre tankers).
3. We here by offer to provide S.S. Insulated road milk tankers for the transportation of milk as specified by you at the rates we have offered per kilometer in the commercial bid.
4. We here by offer to provide Vehicles stainless Steel Road Milk Tankers of 9000 Litre, 15000 Litre & 20000 Litre capacity for the transportation of milk.
5. Our registered office address with Telephone number and e-mail Ids given below.
.....
.....
Postal address communication:
.....
.....
6.

Name of the Owner:

Mobile No.:

E-mail Id:

Subject to Contact Person :

Contact Person's Mobile No.:
7. We are Partnership firm / Sole proprietary / Co-Operative society and the registration number is and enclosed a copy of the deed / agreement in this regard.
8. We hereby certify that we have thoroughly studied and understood the tender conditions, details of works to be carried out and the nature of work and thereafter make this offer.

Signature of witness with Address
Noted and agreed to the above

SIGNATURE OF THE BIDDER

COMMON INDEX

Sl.No.	Description	NO.
1	Tender Form (1 to ... pages and Supporting Documents)	
2	Whether the EMD amount is enclosed in the Technical bid	
3	<p>IF so, Details of D.D.No. date, Bank on which drawn etc. may be furnished</p> <p>Bank Name.....</p> <p>Branch.....</p> <p>Dated.....</p> <p>In favour of "The General Manager, Dindigul DCMPU Ltd.</p> <p>Payable Dindigul."</p> <p>For Rs.....</p> <p>D.D.No.....</p>	
4	Whether copy of attested PAN card is enclosed	
5	Whether Photostat copies of (a) RC book (b) Fitness Certificate (c) Insurance Certificate (d) Permit (e) Road Tax (f) Identity proof which can be a ration card, Aadhar card, Election Commission's ID card, (g) FSSAI Certificate, (h) GST No.	
6	The Bidder must evaluate the tanker capacity (liquid) at any nearest Aavin milk Unions and actual capacity / quantity may be certified by the concern Union GMs and the certificate must be attached along with the Technical Bid	

Noted and agreed to the above

SIGNATURE OF THE BIDDER

TENDER INFORMATION

1. Name and address of the Purchaser	:	The General Manager, Dindigul.DCMPU Ltd. Dindigul. Tamil Nadu
2. Name and address of the User	:	The General ManagerDindigul DCMPU Ltd. In Tamil Nadu
3. Name of the Work	:	Supply of No. of 15000 Litre Litre Capacity Road Milk Tankers in Hire for Transportation of Milk From / To DCMPU Dairies / Chilling Centers / Bulk Milk Coolers of Tamilnadu / Andhra Pradesh / Karnataka /Kerala / Telangana States and Other Dairies DINDIGUL - TVMALAI,PALANI-TVMALAI DCPD for the Period of 6 Months
4. Reference Number	:	
5. Tender Estimated Value	:	
6. Earnest Money Deposit (EMD)	:	Rs.10,000.00 per tanker (Rupees Ten Thousand only)
7. Last date and time for submission of the limited tender - both technical and commercial bid.	:	Date: Time:
8. Date and time of opening of Technical Bid	:	Date: Time:
9. Date and time of opening of commercial Bid	:	Financial Bid will be normally opened from the date of opening of pre qualification - technical bid. The date of opening of Financial Bid will be informed to the eligible bidders who are found and declared as qualified as per technical bid.
10.Place of Technical Bid and Commercial Bid opening	:	The General Manager, . Dindigul.DCMPU Ltd. Dindigul.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

1. TECHNICAL BID - CHECK LIST

PREAMBLE OF TENDER:-

The General Manager, Dindigul DCMPU Ltd., invites limited tender by way of bidders on behalf of Dindigul DCMPU Ltd., by two cover system for the Supply of No. of 15000 Litre Capacity Road Milk Tankers on Hire for Transportation of Milk From / To DCMPU Dairies / Chilling Centers / Bulk Milk Coolers of Tamilnadu / Andhra Pradesh / Karnataka / Telangana States and Other Dairies DINDIGUL -TVMALAI,PALANI-TVMALAI DCPD for the Period of 6Months

BIDDER TO TICK () IN THE CHECK LIST GIVEN BELOW:

(State YES / NO for each item)

Kindly ensure compliance of the under - mentioned requirements, as per Tender Terms and Conditions.

The Tender is offered for:

Sl. No.	Name of the Work			Remarks
1.	Whether two cover for each item have been sealed separately as "Technical bid" & "Commercial Bid" (whichever is applicable) and both the covers enclosed in a common overall envelope duly super-scribed as "Limited Tender for Supply of No. 15000 Litre Capacity Road Milk Tankers on Hire for Transportation of Milk From / To DCMPU Dairies / Chilling Centers / Bulk Milk Coolers of Tamilnadu / Andhra Pradesh / Karnataka / Telangana States and Other Dairies DINDIGUL -TVMALAI,PALANI-TVMALAI DCPD for the Period of 6months			Yes / No
2.	Whether the EMD amount as detailed below is enclosed in the Technical bid			
Item No.	Name	No.of Tankers offered	EMD	
1.	Road Milk tankers on Hire for of Milk From / To DCMPU Dairies/ Chilling Centres / Bulk Milk Coolers of Tamilnadu / Andhra Pradesh / Karnataka / Telangana States and Other Dairies/Palani to Erode		Rs.....	Yes / No
2.	If so, whether D.D is attached with the tender offer - Technical bid			Yes / No
3.	If so, Details of D.D No. date, Bank on which drawn etc. may be furnished Bank Name Branch Dated..... In favour of "The General ManagerDindigulDCMPU Ltd., Payable at Dindigul." For Rs. D.D.No.....			Yes / No
4.	Self - attested copies PAN card is enclosed.			Yes / No
5.	Self - attested copies of the Road Milk Tankers(a) RC book (b) Fitness certificate (c) Insurance Certificate (d) Permit (e) Road tax (f) Identity proof which can be a Ration card, Aadhar card, Election Commission's ID card, (g) FSSAI Certificate, (h) GST No.			Yes / No

Noted and agreed to the above

SIGNATURE OF THE BIDDER

6.	Whether all the pages in the tender documents – Tech.bid and Commercial bid have been duly signed by authorized signatory.	Yes / No
7.	Whether the Commercial bid is filled in detail in the prescribed format for break-up, equipment –wise and for abstract.	Yes / No
8.	Whether these two sealed covers for “Technical bid” and “Commercial bid” – put in a larger cover duly super-scribed, addressed and wax sealed at appropriate places.	Yes / No
9.	Road Milk Tanker Volume Evaluation Report	Yes / No

Note : Please ensure that all the relevant boxes are marked YES / NO against each column .

Important Note: Bidders must ensure that all the required documents indicated in tender document are submitted without fail.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

2. LIMITED TENDER APPLICATION

TECHNICAL BID & PRICE BID APPLICATION

From**To**

M/s

The General Manager,
 . Dindigul.DCMPU Ltd.,
 Dindigul
 Tamil Nadu.

Sir,

Sub : Limited Tender - Supply of No. of, 15000 Litre
 Capacity Road Milk Tankers on Hire for Transportation
 of Milk From / To DCMPU Dairies /Chilling Centers / Bulk Milk Coolers
 of Tamilnadu / Andhra Pradesh / Karnataka / Telangana States and Other
 Dairies DINDIGUL -TVMALAI,PALANI-TVMALAI DCPP for the Period of 6Months-
 Submission of
 Documents - Regarding

 Having examined the limited tender documents consisting of Technical bid pertaining to Pre
 - qualification and Commercial bid with price quote, I / We hereby submit all the necessary
 documents and relevant information for bidding the above mentioned tender.

The application is made by me / us on behalf of in the capacity of
 duly authorized to submit this limited tender offer.

Necessary evidence admissible in law in respect of authority assigned to me on behalf of the
 bidding firm is herewith attached.

I submit the documents herewith taking into consideration all the instructions, terms and
 conditions in the detailed limited tender notice.

I /We understand that the General Manager, Dindigul.DCMPU Ltd., . Dindigul.,Tamil Nadu
 reserves the right to reject any tender offer fully or partly without assigning any reason thereof.

I / We hereby agree to hold the tender offer valid for acceptance for a period of 180 days from
 the date of opening of Technical bid.

Signature of the Applicant
 including title capacity

(NAME IN BLOCK LETTERS)

Enclosures:

1. Evidence of authority to sign.
2. Latest brochures if any
3. Pre - qualification - Technical Bid in separate sealed cover
4. Commercial Bid

Noted and agreed to the above

SIGNATURE OF THE BIDDER

3. INSTRUCTIONS TO THE BIDDERS

This limited tender document consists of :
 Technical Bid for Tanker vehicle Pre-Qualifying.
 Commercial Bid for Price – Quote.

- 3.1 Read all the terms and conditions of the limited tender before starting to fill up.
- 3.2 The bidders are to submit the **original set** of the limited tender (both Technical Bid and Commercial Bid) duly filled in with necessary documents attached and are advised to retain the duplicate set of documents for records.
- 3.3 The Technical Bid for Pre-qualification consisting of pages and the Commercial Bid for price –quote schedule consisting of pages Should be submitted in two different covers duly super-scribed as “Technical bid” & “Commercial Bid” (whichever is applicable) and both the covers enclosed in a common overall envelope duly super-scribed as “Limited Tender for Supply of No. of 9000 Litre, 15000 Litre & 20000 Litre Capacity Road Milk Tankers on Hire for Transportation of Milk From / To DCMPU Dairies / Chilling Centers / Bulk Milk Coolers of Tamilnadu / Andhra Pradesh / Karnataka / Telangana States and Other Dairies DINDIGUL – TVMALAI,PALANI-TVMALAI DCPD for the Period of 6Months.” and again put both the sealed Technical Bid cover and Commercial Bid cover in a larger wax sealed cover duly Super – scribed as “ Supply of No. of , 15000 Litre Capacity Road Milk Tankers on Hire for Transportation of Milk From / To DCMPU Dairies / Chilling Centers /Bulk Milk Coolers of Tamilnadu /Andhra Pradesh/Karnataka / Telangana States and Other Dairies DINDIGUL – TVMALAI,PALANI-TVMALAI DCPD for the Period of 6 MONTHS.” and addressed to “**The General Manager, Dindigul.DCMPU Ltd., Dindigul,Tamil Nadu**” either in person or by post so as to reach on or before the time and date specified. Tenders received after the specified date and time shall be summarily rejected.
- 3.4 The tenderer shall submit tenders in person or by post or courier as provided in the TTI rules.
 Provided that the Tender Inviting Authority shall not be responsible for any delay in transit in such cases.
- 3.5 a) If the envelope is not closed and super-scribed as instructed, no responsibility will be assumed for any misplacement of tender or premature of the envelope or parcel.
- 3.6 **Go through the check slip given and ensure compliance of the terms and conditions.**
- 3.7 The bidder is specifically informed that all the pages in Technical Bid and Commercial Bid should be signed at the bottom of each page without any omission by the authorized signatory with name and seal of the firm.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

- 3.8 The signatory of the tender should indicate his / their status in which he / they have signed and submit necessary documentary proof admissible in law in respect of such authority assigned to him / them by the firm.
- 3.9 If the qualification is made by a FIRM in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner authorized by the firm (either as per Articles of the Deed of partnership / by power of attorney) for signing in Tenders, Agreements etc. In which case, certified copy of the registered deed of partnership along with the current address of all the partners and a certified of the Registered Power of Attorney issued of the Signatory should be produced.
- 3.10 Detailed evaluation is done on the basis of the Documents / Records/ Evidences/ Certificates produced by the Application in the Technical Bid.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

4.0 GENERAL TERMS & CONDITIONS

- 4.1 Limited Tender under sealed **in two cover system** (i.e) Technical Bid (Prequalification) & Price Bid are invited by the General Manager, . Dindigul DCMPU Ltd., Dindigul For the Supply of No. of 15000 Litre Capacity Road Milk Tankers on Hire for Transportation of Milk From/ To DCMPU Dairies/ Chilling Centers/ BulkMilk Coolers of Tamilnadu / Andhra Pradesh / Karanataka/ Kerala/ Telangana States and Other Dairies DINDIGUL -TVMALAI,PALANI-TVMALAI DCPD for the period of 6months
- 4.2 The bidder should be an Owner/FIRM in partnership/Co-operative societies of road milk tankers.
- 4.3 TECHNICAL BID, wherein the pre -qualification is based on various factors such as supply, capacity etc., suitability and eligibility of the bidder comes under commercial bid of the tender.
- 4.4 The Limited tender technical bid shall be opened on 20.07.2022. in the presence of the bidders or their authorized representative who opt to be present during the opening.
- 4.5 The Commercial Bid of the bidders who do not satisfy any/all the terms and conditions specifically so mentioned under technical bid, shall not be considered and shall not be opened as non responsive.
- 4.6 Commercial Bid, wherein the rates tendered by those who qualify for and are selected as per terms and conditions prescribed in TECHNICAL BID only will be considered and decided for the award of the contract for the supply of No. of 15000 Litre (+ 10% permissible), Capacity of Road Milk Tankers on Hire for Transportation of Milk From / To DCMPU Dairies / Chilling Centres / Bulk Milk Coolers of Tamilnadu / Andhra Pradesh / Karnataka/Kerala/Telangana States and Other Dairies DINDIGUL -TVMALAI,PALANI-TVMALAI DCPD for the period of 6Months .The bidder must produce insulated Road milk tankers only.
- 4.7 The bidder is specifically informed that all the pages in both Technical bid and Commercial Bid should be signed at the bottom of each page without any omission by the authorized signatory with the name and seal of the firm.
- 4.8 The Limited tender forms are not transferable or assignable.
- 4.9 The Signatory of the tender should indicate his/ their status in which he/ they have signed and submit necessary documentary proof admissible in law in respect of such authority assigned to him/ them by the firms.
- 4.10 If the tender opening day is declared as a holiday, the tenders shall be received and opened immediately on the next working day at the same time and place.
- 4.11 The General Manager, Dindigul.DCMPU Ltd., . Dindigul will not accept any variations in conditions stipulated in the tender.
- 4.12 Any suggestion in the tender, for any modification of the tender conditions will not be entertained and the conditional offer will render the tender invalid.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

- 4.13 The contract period for Road Milk Tanker is from the date of awarding of contract.
- 4.14 **E.M.D. PAYABLE:**
- 4.14.1 The tender shall be accompanied by an EMD @ Rs.10,000/- (Rupees Ten Thousand only) per RMT, as Demand Draft drawn on a Nationalized Bank / Scheduled Bank in favour of "the General Manager, Dindigul.DCMPU Ltd., Dindigul, " payable at Dindigul **IT SHALL BE ENCLOSED WITH THE TECHNICAL BID ONLY.**
- 4.14.2 **No other form of remittance shall be accepted.**
- 4.15 **Conditions of Exemption of EMD Payment**
- 4.16.1 The tenderer who claim exemption from payment of EMD under the G.Os., should submit the copy of the G.O.
- 4.16.2 In the absence of G.O. the tender will be summarily rejected.
- 4.16.3 No exemption clause found in the MSME guidelines (Ref: The National Industrial Classification 2008).
- 4.17 **FORFEITURE OF EMD:**
1. If the Bidder, for any reason, withdraws his offer (or) stipulates any conditions in his offer;
 2. If the bidder submits fresh offer/ revises offers in case of any omission subsequently after opening;
 3. If the bidder backs off before the expiry of validity period or after acceptance of Works Contract;
 4. If the bidder revises any of the terms quoted during the validity period.
- 4.18 **MODIFICATION AND WITHDRAWAL OF BIDS**
- 4.18.1 No Bidder shall be allowed to withdraw the tenders after submitting the tender.
- 4.18.2 A Bidder may submit a modified Limited Tender before the last date for receipt of tender: Provided that where more than one Limited Tender is submitted by the same Bidder, the lowest eligible financial tender shall be considered for evaluation.
- 4.18.3 No bid may be modified after the deadline for submission of Bids.
- 4.18.4 Bidders shall submit offers that comply with the requirements of the bidding documents, as indicated in the technical specifications. **"Alternatives will not be considered"**.
- 4.19 **ENCLOSURES:**
- The bidder should submit the following documents duly self attested along with the technical bid

Noted and agreed to the above

SIGNATURE OF THE BIDDER

4.19.1 Work orders as supportive documents to show the past supply having supplied road milk tankers on contract basis to any of the reputed dairies.

4.19.2 Photostat copies of

- i) PAN card
- ii) GST No.
- iii) RC book
- iv) Fitness Certificate
- v) Insurance Certificate
- vi) Road Tax
- vii) FSSAI Certificate
- viii) Permit suitable for milk transportation
- ix) Identity proof which can be a ration card / Aadhar card / Election Commission's ID card.

4.19.3 The R.C. Books of the RMTs shall be in the name of the bidder in the case of sole owner. If the bidder is in any partnership in force, R.C. Book shall be in the name of either the firm or one of the partners and in the case of companies the R.C. Book shall be in the name of the firm (or) in the name of Director (or) duly authorized person on behalf of the company. In the case of Co - Operative societies, the RC book shall be in the name of the member of the society.

4.19.4 **Capacity of Firm/ Contractor:-**

Sl.No.	Description	Details	Page No.
1	Structure & Organization	Annexure - A	26
2	Details of Abandonment of work Litigation/ debarring done	Annexure - B	27
3	Affidavit	Annexure - C	28
4	Credit Facilities – Bank Certificate	Annexure - D	29

4.19.5 The bidder should enclose the copy of the deed / agreement or other documentary evidence under statute to show that he is the sole owner/ Partner of a firm/ Director / member of Co-Operative society.

4.19.6 The documents submitted should be genuine and reflect the correct position as the tender accepting authority is guided by the documents filed by the bidder. If any document of the successful bidder is found to be bogus or false, apart from terminating the contract penal action will be taken by collecting liquidated damages from the bidder.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

4.20 **AGE OF THE ROAD TANKER:**

The RMTs shall be in the road worthy condition and its age must be less than 15 years (Fifteen) as on the date of publication of notice inviting tender. The age of the vehicle will be calculated from the date of first registration of the RMT.

4.21 **SECURITY DEPOSIT**

Each successful Bidder, before execution of the agreement shall furnish a Demand Draft from a Nationalized Bank / Scheduled Bank drawn in favour of the General Manager of the concerned Union payable at places specified, at the rate of Rs. 15,000/- per 9000 Litre, Rs.25,000/- per 15000 Litre, as Security Deposit to the Union or the successful bidder shall furnish irrevocable bank guarantee for a period of 6 Months. for the above security amount value. In the event of extension of contract period, the successful Bidder shall extend the bank guarantee period to the extent of extension of contract period. The EMD paid shall be adjusted against the Security Deposit payable to the Union.

No exemption will be given from payment of Security Deposit under any circumstance as per TTI Act and the same should be remitted by Demand Draft/ Bank guarantee. Any other form of remittance will not be accepted. The security deposit will be refunded only after 6 months from the date of satisfactory completion of the contract satisfactorily complying with the production of original receipt.

4.21.1 No interest will be paid on the Security Deposit.

4.22 **AGREEMENT:** The successful Bidder shall execute an agreement with the Concerned Union General Managers with Rs.100/- valued Non-judicial Stamp Paper incorporating the terms and conditions of the contract within fifteen days from the date of intimation of the acceptance of the tender.

In case of default of either of the conditions (i.e) remitting the security deposit or execution of the agreement within the time allowed, the EMD paid is likely to be forfeited.

4.22.1 If the contractor fails to execute the contract satisfactorily at the tendered rate, the security deposit will be forfeited.

4.22.2 If the Union incurs any loss / additional expenditure due to the negligence of the contractor in connection with the work during the period of contract, the same shall be recovered together with all charges and expenses from the contractor.

4.22.3 The breakages or damages, if any, caused by the contractor to the property of the Union/Federation, the cost will be recovered from the contractor.

4.22.4 No interest shall be paid on Earnest Money Deposit/Security Deposit.

4.23 **PAYMENT TERMS:**

Noted and agreed to the above

SIGNATURE OF THE BIDDER

- 4.23.1 Payment will be made against claims along with the necessary documents like duplicate copy of Acknowledgement Weighment slip, Trip sheet, Toll gate fee receipts in original if paid in cash, if FASTag online transaction or GPS based toll fee payment transaction printout copy self-attested should be enclosed during the time of bill submission.

13

- 4.23.2 Such payment will be made within 30 days from the date of such claims (Without corrections) by the contractor excluding the deductions / penalties / recoveries / statutory deduction as applicable.

N.B. NO OTHER TERMS OF PAYMENT WILL BE ENTERTAINED.

4.24 **PENALTY CLAUSE:**

- 4.24.1 Notwithstanding anything contained in the tender schedule, no obligation rests on the Federation to accept the lower tender and the Federation shall also have the right to accept or reject any or all tenders fully or partly without assigning any reasons.
- 4.24.2 For violation of any of the terms and conditions of the contract, the concerned Union reserves the right to terminate the contract, with or without notice as applicable.
- 4.24.3 On termination of contract, the Security Deposit is liable to be forfeited and any of the resultant loss beyond Security Deposit will be recovered from the contractor by legal means apart from forfeiture of any amount due to the contractor.
- 4.24.4 (a) If the tenderer has defaulted in any of the previous tenders within a period of three years to execute agreement or to pay Security Deposit or to supply ordered quantity either in part or in full will not be eligible from participating in this tender.
- (b) If the successful bidder either in TCMPF or in the DCMPU defaulted to execute agreement or to pay Security Deposit or to supply ordered quantity either in part or full shall be debarred from participating in the subsequent tenders for a period of three years.

4.25 **FORCE MAJEURE:**

Failure or delay in the part of contractor for operation of tankers due to force majeure causes enumerated here under shall be considered, provided the supplier produces documentary evidence.

- a. Any cause which is beyond the reasonable control of the contractor.
- b. Natural phenomena, such as floods, drought, earthquakes and epidemics.
- c. Act of any Govt. Authority, domestic or foreign, such as wars declared or undeclared quarantines, embargoes licensing, control on production or distribution restrictions.
- d. Accident and disruptions such as fire, explosion, increase in power cut with respects to date of tender opening etc.,
- e. Strikes, slow down and lockouts.

The cause of force majeure condition will be taken into consideration only if the supplier notifies within 30 days from the occurrence of such eventualities. The purchaser shall verify the facts and

Noted and agreed to the above

SIGNATURE OF THE BIDDER

grant such extension as the facts justify. For extension due to force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and the decision of the purchaser shall be binding at the time.

14

4.26 DISPUTES AND ARBITRATION:

In case of disputes arising out of this tender, an arbitrator as mutually acceptable to the bidder and Union will be appointed by the General Manager, Dindigul.DCMPU Ltd., Dindigul.. The arbitrator's decision shall be final, conclusive and binding on both the parties.

4.27 LEGAL JURISDICTION

In case if either party to the tender is aggrieved by the award of the arbitrator so appointed as per clause 4.30 or otherwise, they can appeal to Court of Deputy Registrar (Dairying), Dindigul The legal jurisdiction will be only Deputy Registrar (Dairying), . Dindigul Court.

4.28 FINALIZATION OF TENDER

4.28.1 After opening the Technical Bid, the eligible bidders will be called for the commercial Bid opening.

4.28.2 The Bidder shall quote his rate which shall include all operating expenses (direct and indirect), permit charges, wages, vehicle insurance, Cargo insurance etc. for transporting 15000 Litre of milk.

4.28.3 The price of diesel prevailing at any Government approved companies in the DCMPU Ltd on the date of publication of notice inviting tender will be taken for evaluation of the rate offered by the bidders.

4.28.4 The rates quoted will remain firm throughout the period of contract. Once the contract is awarded to the bidder, the charges payable to the tender for the work extended will be only at the rate accepted and finalized by the Union.

4.28.5 However the contract rate will be adjusted for any variations in the price of diesel occurring subsequent to the date of inviting tender. The increase/decrease in rate will be based on MRP of HSD sold by in any Government approved companies in the DCMPU Ltd and mileage will be calculated as follows

15000 Litre – 4.75 KM per Litre / HSD

4.28.6 At Union level: The General Manager, Dindigul DCMPU Ltd. is vested with the right to finalise the rates. The successful Road Milk tankers are allotted by the General Manager to the District union based on their request of RMT quantities and capacities.

4.29 TOLL GATE CHARGES:

While quoting the rates in the Commercial Bid, the Toll rate charges shall be excluded.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

4.30 PARTNERSHIP DEED:

Tenders will be accepted from Partnership firms only if there is a Partnership deed between the bidders. The Partnership deed entered into by the contractors and registered with the Govt authorities must be attached with the technical bid .

4.31 INSPECTION OF ROAD MILK TANKERS:

- 4.31.1 RMTs are subject to inspection by the General Manager of the Union or by any Officer authorized/nominated by him at any time. Maximum time allowed for producing the allotted vehicle by the successful Bidder is 15 days from the date of receipt of Work order. If any defects are noticed at the time of producing the vehicle, the same will have to be rectified by the successful Bidder within 7 days.
- 4.31.2 If the RMTs provided by the Contractor are in bad condition / found to be unfit for milk transportation it shall be disengaged and the bidder shall make immediate alternative arrangement for milk transportation so as to avoid any dislocation in milk movement.
- 4.31.3 The successful bidder should provide only road-worthy vehicles for the contractual work. In case of development of sudden defect, the Contractor should get the vehicle repaired immediately.
- 4.31.4 In case of plying of such defective vehicle the contractor should immediately inform the Union and the bidders will be paid hire charges less by 5% per trip till it is rectified. However such vehicle should not be used beyond 15 days. If such vehicle are used beyond 15 days, the contract of that vehicle will be terminated, forfeiting the Security Deposit and levying liquidated damages.
- 4.31.5 In case the Contractor could not discharge his contractual obligation because of the above reason and also could not make alternative arrangement for uninterrupted work of transportation of milk, the Union would levy penalty and additional damages for such failure of the tenderer.
- 4.31.6 The contractor shall display the following items in size specified by the Union on the tankers at their cost.
- i. 'On Contract' with the concerned DindigulDCMPU Ltd., name on both the sides of tanker
 - ii. Contractor's name and mobile number.
- 4.31.7 The Bidder should remit Rs.10/- and become the associate member of the Union on awarding of the contract. The amount will not be refunded and the bidder is not eligible for participating in election or getting the profit.
- 4.31.8 The employees of Federation / District Co- Operative Milk Producers' Union / Milk Producers' Co-Operative Society / Milk Consumers Co-Operative Society / Dairy Development Department or their family members cannot participate in the tender in any form.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

Here, the term "Family member" means, Spouse, Father, Mother, Brother, Sister, Son, Daughter, Grand Father, Grand Mother, Son in Law, Daughter in Law, Grandson and Grand Daughter.

16

4.32 **TRANSIT INSURANCE:**

The Contractor shall arrange for insuring the cost of milk transported in the RMT (Cargo Insurance). The loss sustained to the Union on account of spoilage of milk due to delays in transportation, variance in quality / quantity of milk transported due to tampering of seal and other damages occurring to the property of the Union, milk societies etc., due to the negligence of the Contractor or his crew, will be recovered from the Contractor.

4.33 i. The Union reserves the right to allot the route to be operated from anyone of the Dairy / Chilling Centers / BMC Centers / other states as and when necessitated for un-interrupted transportation of milk. The routes and the number of BMCs attached are liable to be changed by the General Manager / authorized officers of the Union in case of exigencies and it will be the bounden duty of the bidder to follow the directions. In such cases, the bidder will be paid transportation charges at the approved rate applicable for the said routes.

ii. The RMTs shall not be used for transporting any item including milk for other Unions / Organizations during their return trip. If any vehicle is found indulging in these activities the contract will be terminated without giving notice.

iii. The allotted RMTs shall be used for the purpose of milk transportation of the Union only. No person other than the driver, attender and the authorized employee of the Union shall be allowed to travel in the RMTs within the permissible limit prescribed in the MV Act and rules.

4.34 **OBLIGATIONS OF THE CONTRACTOR :**

a) The RMTs shall be ready for operation for the entire period of contract other than for F.C. repairs for which a maximum of 15 days will be given for getting F.C. During the period of F.C. repairs the bidder is duty bound to provide alternate tanker and to ensure that there is no interruption of the scheduled operations. During the period when the permission was availed by the bidder to garage the RMT, the bidder should ensure uninterrupted contractual operations by providing substitute RMT conforming to all specifications stipulated in the tender document. There should be no deficiency in service or damage on any count, because of engaging substituted vehicle. In the absence of such substituted vehicle while the contracted RMT is arranged, the bidders shall pay to the Union the loss if suffered by the Union plus a fine of Rs.1000/- per day. The request of Contractor seeking permission to garage the RMT for a period up to 30 days for carrying out fitness certification job will be considered only if the requests are received at least 30 days in advance.

b) The allotted RMT's shall not be sold / disposed off or leased out to others during the contract period. However the bidder is permitted to sell / dispose the allotment RMT during the

Noted and agreed to the above

SIGNATURE OF THE BIDDER

contract period after getting prior permission from the General Manager of the Union, provided he offers an alternative RMT of similar capacity and age lesser than the tendered RMT.

17

- c) The bidder shall not involve in the sale of milk or milk products either directly or indirectly.
- d) The bidder shall provide replacement of tendered RMT in case of accident and unforeseen circumstances. In the event of accident/ breakdown en route, it is the responsibility of the successful tenderer to make alternative arrangements to decant milk from RMTs and transport milk safely to the destination. During this process there should not be any wastage or spoilage of milk. In case of wastage/ spoilage due to the above event, the loss will be recovered as assessed by the Union from the Contractor.
- e) In the above events, the bidder shall provide replacement for tendered RMT of same capacity. If higher capacity vehicles are provided, the rate applicable for the tendered vehicle alone will be paid.
- f) The bidder shall arrange to provide the required number of additional RMTs within the limit permitted in the TTI Rule 14 (9) at required time and at required place as per the direction of General Manager of the Union or his authorized representative at the same contract rate only.
Rule 14 (9) : The tender documents shall indicate the quantity proposed to be procured in the tender, and the Tender Accepting Authority shall be ordinarily permitted to vary the quantity finally ordered only to the extent of twenty five percent either way of the requirement indicated in the tender documents.
- g) The bidder shall arrange to provide the required number of additional RMTs within the limit permitted in the TTI rule 14 (9) at required time and at required place as per the direction of General Manager of the Union or his authorized representative at the same contract rate only.

4.35 DELAYED PARKING:-

Failure in parking the vehicles at the appropriate time at the loading dock will attract penalty of 10% of the hire charges in addition to making good the loss if any occurred to Union in this regard by recovering from the contractor

4.36 FSSAI CERIFICATE:

The FSSAI Certificate from the competent authority must be provided by the successful bidder within one month from the date of award of the contract. This Certificate must be valid throughout the period of contract and it is the responsibility of the contract or to renew the certificate Periodically on his own cost.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

4.37 LIABILITY OF THE CONTRACTOR TOWARDS HIS EMPLOYEES:

- a) The relationship between the Union and the Contractor is one of principal to principal and not one of principal to agenda.
- b) The Contractor is obliged to discharge the contractual obligation by engaging his own men and materials. The Union will have no connection whatsoever with the men engaged by the bidder.
- c) UNIFORM TO VEHICLE CREW: The contractor shall provide Khaki uniform and ID Card to the employees and it is the duty of the contractor to ensure that they wear uniform while they are on duty, failing which a penalty of Rs. 500/- per day per employee will be recovered from the claims.

4.38 PRECAUTIONS TO BE TAKEN WHILE SUBMITTING THE DOCUMENTS:

1. Tender forms containing over – written rates, erased rates not shown in words will be rejected.
2. In case of discrepancy in rates as shown in figures, and in words, the tender accepting authority will take the lower of the two.
3. The bidder shall sign in every page of the tender document and shall ensure the document is complete in all respects.
4. The bidder must satisfy himself thoroughly about the geographical area to be covered, nature of work, local conditions and the requirement of the Union before submitting his tender.
5. The person signing the tender should be the
- 6.
7. Proprietor / Partner / Managing Director or any other person duly authorized to sign the tender document. In the latter case, authorization letter should be attached.

4.39 BLACKLISTED APPLICANTS:

If the tender has already been blacklisted by any Government / Government Under takings Other Unions of the Federation / Co – Operative societies, his tender will be summarily rejected. In case information about such black listing comes to the knowledge of the Union after awarding of the tender, the contract will be terminated, liquidated damages levied, apart from taking penal action.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

4.40 DEVIATION FROM TENDER CONDITION:

- a) The offers of the bidders with deviations on technical / commercial terms of the tender will be rejected.
- b) No alternate offer will be accepted.
- c) Conditional offer will be rejected.

4.41 DISQUALIFICATION CLAUSE:

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/ or
- b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc... and /or
- c) Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.
- d) Those bidders who have been blacklisted by other unions and the period of such blacklisting is in force during the tender evaluation period are deemed to be disqualified from participating in the tender.

4.42 MISCELLANEOUS:

- a) The General Manager of the Dindigul DCMPU Ltd. reserves the right to add, subtract and modify any terms and conditions of the agreement with the Contractor during the contract period.
- b) The Union reserves right to accept or reject any or all tenders, retender or cancel the tender as per provisions of TTI Act and Rules.
- c) Quality of service and time are the essence of the tender. The time schedule for the operation of RMTs, will be given by the Union for which applied for and the RMTs should be operated scrupulously following the time schedule, as any delay in same would cause loss, damage and impairment of quality of milk supplied by the Union.
- d) The authorities of the Union for which tender applied for may inspect the RMTs of the successful bidder. After inspection, if any suggestion is given for improvement, upkeep or maintenance or replacement of parts, the same should be carried out by the successful bidder.
- e) If the authorities of the Union demand any record like Log Book. Trip sheet, R.C. Book, Insurance certificate, etc., the same should be produced without delay.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

- f) The Tanker will be permitted for operation as per motor vehicles act and rules.
- g) All offered Road Milk Tank lorries must have Locking / sealing arrangement facilities as per company's norms for locking / sealing the loaded tank lorries with the product.

20

- h) Where the loading / Unloading locations are situated within the same State and sections where axle load restrictions are imposed, they shall supply trucks meeting axle load restrictions and permit for intrastate and interstate supplies.
- i) The Road Milk tankers offered in the contract must comply at all times during the tenure of the contract with valid permits, rules and regulations of Statutory / Government authorities.
- j) Federation will have the right to assign the Road Milk Tankers offered in any one tender to any contract in any other State/ Region /Location, on any route, temporarily or permanently, and the decision of Union General Manager will be final and binding on the successful bidders / contractors.
- k) If any of the information submitted by the bidder is found to be incorrect at any time including the contract period, Union reserves the right to reject the tender / terminate the transportation contract and reserves all rights and remedies available.
- l) The contract is subject to compliance of MV Act, 1988, their provisions and also the State Motor Vehicle Rules, and subsequent notification / amendments etc., by the bidder.
- m) The Transporters to furnish Transporters Legal Liability Insurance Policy against each tank lorry. The policy should cover Riot and Strike clause.
- n) Union reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Also Union reserves the absolute right to reject any or all the bids/tenders solely based upon the past unsatisfactory performance by the bidder/bidders in Union, the opinion/ decision of Union regarding the same being final and conclusive.
- o) Union reserves the right to withdraw or cancel this tender in full or in apart at its sole discretion and without assigning any reason whatsoever at any time during the tender process.

4.43. **Authorisation of Vehicle / Rate Acceptance:** The Union GM's is empower to allocate the route and finalize the rate.

4.44 The Union GM's and the tender awarded (L1) bidders are must jointly fulfill the agreement and registered the necessary all documents with DR (Dairying) within the 15 days of issuing the order.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

- 4.45. In case the successful tenderer fails to execute necessary agreements as prescribed within the period specified, then his Earnest Money Deposit (EMD) shall be forfeited and his tender held as non-responsive.

5.0 PRE QUALIFICATION CRITERIA - TECHNICAL BID (PART - I)

The pre-qualification tender / technical bid will contain the under mentioned aspects pertaining to the prospective private tanker providers/ contractors on hire for transportation of milk about their suitability, capacity, financial status, antecedents, past performance etc.

The conditions are:-

- 5.1 Tenders not accompanied with demand draft towards the prescribed EMD.
- 5.2 The bidder should be an Owner / FIRM in partnership/ Co-operative societies of road milk tankers.
- 5.3 The RMTs shall be in the road worthy condition and its age must be lesser than 11 years (Eleven) as on the date of publication of notice inviting tender. The age of the vehicle will be calculated from the date of first registration of the RMT.
- 5.4 The Bidder shall submit the following along with his tender document.
- Photostat copies of
- i) PAN card
 - ii) GST No.
 - iii) RC book
 - iv) Fitness Certificate
 - v) Insurance Certificate
 - vi) Road Tax
 - vii) FSSAI Certificate
 - viii) Permit suitable for milk transportation
 - ix) Identity proof which can be a ration card / Aadhar card / Election Commission's ID card.
- 5.5 The bidder should produce the originals of the above documents at the time of evaluation of technical bids, failing which their tender application will be summarily rejected.
- 5.6 The bidder, must produce insulated Road milk tankers only.
- 5.7 The Bidder must evaluate the tanker capacity (liquid) at any nearest Aavin milk Unions and evaluate the actual tank up to the over flow level of the manhole capacity / quantity may be . certified by the

Noted and agreed to the above

SIGNATURE OF THE BIDDER

concern Union GMs and the Tanker Volume Analysis Report (Annexure – K) must be attached along with the Technical Bid.

6.0 SCOPE OF WORK

- 6.1 The Contractor should provide the required no. of tanker as per the works contract.
- 6.2 The Contractor should provide additional tanker if any required by the respective District Union.
- 6.3 Load Vehicles must be operated at a minimum speed of 40 to 45 kmph compulsorily.
- 6.4 No Parking / No Idling time is permitted during the Loaded Vehicle Movement.
- 6.5 If noticed any Loaded Vehicle Parking / Idling time penalty will be imposed on the contractor for Rs.1000/- for hour basis.
- 6.6 The vehicles should reach the destination with in stipulated time. The load vehicle transit time will be fixed by the concerned Union General Managers.
- 6.7 **Tanker Cleaning:**
- Tanker inner wall cleaning in hygienic condition. The contractor should ensure the tanker inner – side wall cleaning before filling the milk in loading spot.
- 6.8 In case the vehicle met with F.C. / Accident / Long Off Road condition, the contractor may clean the inner side wall and get the Quality Control Clearance then only fill the milk.
- 6.9 If the contractor is fails to clean inner wall of the tanker, the Quality Control Section may raise any Quality issues and the entire milk cost may be settled by the contractor to the concerned Union within 30 days.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

7.0 EVALUATION AND COMPARISON OF THE TENDER OFFERS

The tenders will be evaluated strictly as per the Tamilnadu Transparency in Tenders Act 1998 and the Tamilnadu Transparency in Tenders Rule 2000 and amendments made there on in the Act & Rules by the Government.

The tender offers received will be examined to determine whether they are in complete shape, all required data have been furnished, properly signed and generally in order and confirms to all the terms and conditions of the specification without any deviation.

For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluation price.

- a) The quoted price will be corrected to arithmetical errors.
- b) In case of discrepancy between the price quoted in words and figures, lower of the two shall be considered.

Bidder should quote their rates both in figures and in words for each tanker.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

8.0. TECHNICAL SPECIFICATION

SUPPLY OF No. OF 15000 LITRE CAPACITY ROAD MILK TANKERS ON HIRE FOR TRANSPORTATION OF MILK FROM / TO DCMPU DAIRIES / CHILLING CENTERS / BULK MILK COOLERS OF TAMILNADU / ANDHRA PRADESH / KARNATAKA / KERALA / TELANGANA STATES AND OTHER DAIRIES DINDIGUL -TVMALAI,PALANI-TVMALAI DCPD FOR THE PERIOD OF 6Months

- 1) The milk tanks of RMTs shall be of stainless steel conforming to BIS specification (inner shell – AISI 304 Grade). It should prevent the milk from spoilage. The RMT should be insulated to ensure that the temperature raise limit shall not be more than 2°C in 24 hours during transportation. RMTs shall have proper manhole and valve sealing mechanism for safe transportation of milk in good condition.
- 2) Any deviation from the specification to the disadvantage of the quality of Road Milk Tanker would entitle the Union in taking penal action on the bidder, including termination of contract.
- 3) In case milk transported by the successful bidder is spoiled due to any failure or lapses or deficiency in providing the above stated requirement, the bidder should make good the loss as ascertained by the Federation, apart from facing the penal action that may be taken against him under the contract.
- 4) The RMTs should have all the technical specifications enumerated in Annexure – F, Annexure – H and Annexure - J of the tender document.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

(25) ABBREVIATION

1	AISI	American Iron and Steel Institute
2	BIS	Bureau of Indian Standard
3	BMC	Bulk Milk Cooler
4	CC	Chilling Center
5	DCMP U	District Co-Operative Milk Producers' Union
6	EMD	Earnest Money Deposit
7	EPF	Employees' Provident Fund
8	ESI	Employees' State Insurance
9	FC	Fitness Certificate
10	G.O	Government Order
11	HSD	High Speed Diesel
12	KL	Kilo Litre
13	KM	Kilo Meter
14	MRP	Maximum Retail Price
15	MPCS	Milk Producers' Co-Operative Society
16	MCCS	Milk consumer Co-Operative Society
17	MS	Milk Steel
18	RMT	Road Milk Tanker
19	SS	Stainless Steel
20	TTI	Tamil Nadu Transparency In Tenders Act
21	SD	Security Deposit
22	ID	Identity Card

Noted and agreed to the above

SIGNATURE OF THE BIDDER

23	RC	Registration Certificate
24	SSI	Small Scale Industries
25	NSIC	National Small Industries Corporation
26	MSME	Ministry of Micro, Small and Medium Enterprises
27	MV	Motor Vehicle
28	SIM	Subscriber Identity / Identification Module
29	ULW	Un Laden Weight
30	GVW	Gross Vehicle Weight

26

Annexure – A

STRUCTURE AND ORGANISATION

1	Name of the Applicant	:	
2	Status	:	
	Sole Proprietary Firm	:	
	Firm in Partnership	:	
	Private Limited Company	:	
	Public Limited Company	:	
3	Head office/ Registered office address with Phone number	:	
4	Contact Person Name and Mobile No & e-mail Address	:	
5	Regional Office address with Phone Number	:	
6	Local office (if any) address with Phone Number	:	
7	Country and year of incorporation	:	
8	Main line of Business	:	
9	Name, position, status, capacity etc., of the Key personnel/ directors of the company (Attach organization chart showing the structure of the company / firm)	:	

Noted and agreed to the above

SIGNATURE OF THE BIDDER

10	Name, capacity and address of the signatory who has Signed the Qualification Application. Attested copy of authorization issued (either by power of attorney or as per articles of Partnership Deed / Memorandum of Association) in favour of the signatory to sign the qualification Application price Tender/ Agreement should be appended.	:	
----	---	---	--

27

Annexure – B

INFORMATION REGARDING CURRENT LITIGATION/DEBARRING/EXPELLING OF APPLICANT OR ABANDONMENT OF WORK BY THE APPLICANT

1.
 - (a) Is the Applicant currently involved in any Arbitration/ litigation relating to any contract works Yes/No
 - (b) If Yes, Details thereon
2.
 - (a) Has the Applicant or any of its constituent partners been Debarred/Expelled by any agency during the last Three years Yes/No
 - (b) If yes, Details thereon
3.
 - (a) Has the Applicant or any of its constituent Partners failed to complete, any contract work during the past Yes/No
 - (b) If yes, give details thereon

SIGNATURE OF THE BIDDER WITH SEAL

Note: If any information in this Annexure is found to be incorrect or concealed, the Qualification Application will be summarily rejected & price tender will not be opened.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

Annexure – C

AFFIDAVIT

(To be furnished in a Twenty Rupees Non-Judicial Stamp Paper duly Certified by Notary Public)

- 1) I/We the undersigned solemnly declare that all the statements made in the documents, records etc., attached with this application are true and correct to the best of my/our knowledge.
- 2) I/We the undersigned do hereby certify that neither my/our firm/company nor any of its constituent partners have abandoned any work/works of similar nature and magnitude in India, during the Last Three years.
- 3) I/We the undersigned do hereby certify that any of the contracts awarded to me/us has not been terminated rescinded, due to breach of contract on my/our part, during the last Three Years.
- 4) I/We the undersigned authorize (s) and request any bank / person / firm / corporation / Government Departments to furnish pertinent information deemed necessary and requested by the General Manager,DCMPU Ltd., to verify the statement made by me/us or to assess my/our competence and general reputation.
- 5) I/We the undersigned, understand(s) that further qualifying information / clarifications on the statement made by me / us may be requested by the General Manager,DCMPU Ltd., and agree(s) to furnish such information/clarification within SEVEN Days from the date of receipt of such request from the General Manager,DCMPU Ltd.,

Signature of Applicant with Seal:

(To be signed by the officer authorized by the Firm/Company to sign on behalf, the Firm/Company with company's seal)

Note: In case of sole proprietary concern, affidavit should be signed only by the sole Proprietor.

(Title of the Officer)

(Title of the firm/company)

Noted and agreed to the above

SIGNATURE OF THE BIDDER

(Date)

The above named deponent has understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at and signed before me on this day of(Seal)

(Signature of the Notary Public)

29

(Model)

Annexure – D

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES
BANK CERTIFICATE

This is to certify that M/s. is a reputed company with a good financial standing.

If the contract for the work, namely, Is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager

Name of the Senior Bank Manager

Address of the Bank

Stamp of the Bank

Note: Certificate should be on the letter head of the bank.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

Noted and agreed to the above

SIGNATURE OF THE BIDDER

MODEL AGREEMENT FORMAT

This agreement executed at on thisday of.....20..... Between
, represented by its General Manager, (address),
 herein after called the Union which term shall mean and include its successors
 in office and assigned forming the FIRST part and.....(Name of the Contractor / Company and
 its address)..... herein after called the “contractor” which term shall mean and include
 his/their executors, administrators, legal representatives and assigned forming the SECOND part, witness as
 under.

Whereas the union has stipulated that the road milk tanker have stainless steel (conforming to BIS
 specification) insulated facility, with **15,000 Litre** capacity for transportation of milk from the Dairies /
 Chilling centers /BMCs of the Union to Metro Dairies in Chennai and other states also to the other places
 DINDIGUL -TVMALAI,PALANI-TVMALAI DCPD as decided by the Union Palani – Erode from time to time.

Whereas the contractor had accepted to transport milk through his **stainless steel insulated RMTs of
 capacity 15000 litres approved by the Union for a period of three years commencing from**
 at Rs.....(Exclusive Toll Fee as on date)
 (.....) **per KM** to and fro for **15000 Litre KL** as per the terms and conditions of the
 tender. The above rate per Km is inclusive of all charges.

TERMS AND CONDITIONS

- (1) **The transport contract will be for a period of 6Months beginning from**

- (2) The contractor should operate the RMT in case of necessity as per the agreement beyond tender period
 up to the time permitted by the TTI rule 14(9), at the same rate, terms and conditions.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

Rule 14 (9) : The tender documents shall indicate the quantity proposed to be procured in the tender, and the Tender Accepting Authority shall be ordinarily permitted to vary the quantity finally ordered only to the extent of twenty five percent either way of the requirement indicated in the tender documents.

- (3) The RMT shall be in road worthy condition and its age must be lesser than 11 (Eleven) years as on date of publication of notice inviting tender i.e
- (4) The R.C. book and other relevant documents of RMT should be shown for verification at the time of acceptance of the contract and at any time there after as may be required by the union.
- (5) The allotted RMT should be ready for operation for the entire period of contract.
- (6) The RMT should be without dents and well painted as per the colour scheme given by the Union from time to time. The contractor should also arrange to display the following items in size specified by the Union on the RMT at their cost.
 1. "On contract with DD160.Dindigul District Co-operative Milk Producers' Union Limited, Dindigul "on both sides of the tanker.
 2. Contractor's mobile number
- (7) The RMT should be produced for inspection once in three months before the General Manager or the duly authorized person for testing its mechanical fitness. The RMT will be inspected by the Union whenever found necessary and the findings of the inspecting officer of the Union will be communicated to the contractor and the same must be rectified immediately not later than 3 days. The contractor will be paid hire charges less by 5% per trip till it is rectified. However such vehicle should not be used beyond 30 days. Any failure on the part of the contractor in this regard will result in removal of RMT from operation.
- (8) When a RMT is removed in the contingency specified above, the contractor shall immediately replace the vehicle, which should conform to the specification in the contract. Failure in this regard will result in termination of the contract of that RMT apart from forfeiting the security deposit and levying liquidated damages.
- (9) If the contractor fails to inform the Union about the use of defective vehicle and if the Union comes to know of that, the Union shall issue notice to contractor to rectify the defect within 7 days of receipt of notice. If the contractor fails to rectify the defects pointed out within 7 days of receipt of notice, the Union reserves the right to terminate the contract of the vehicle and levy liquidated damages.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

- (10) In case the contractor could not discharge his contractual obligation because of the above reason and also could not make alternative arrangement for uninterrupted work of transportation of milk, the Union shall terminate the contract of the RMT.
- (11) Necessary accessories including spare wheel, first aid box with necessary medicines and tools should be available in the RMT.
- (12) The commodity that is to be transported is milk. The allotted RMT should be used only for the purpose of transport of milk.
- (13) The commodity being perishable, the transportation has to be swift, efficient and prompt. Hygienic standards should be followed by the contractor.
- (14) The contractor will take delivery of the milk from the specified Dairies / BMC/ Chilling Centers of the Union and transport the same to Chennai Metro dairies or to any other places specified by the Union within the stipulated time. The contractors should also carry milk on return trip if required by the Union. The contractor / driver or any of his authorized person accompanying the tanker shall acknowledge the receipt of the milk with reference to quality and quantity loaded in the contractor's RMT at the loading dock before actual dispatch of the RMT.
- (15) As time is essence of this contract, the milk entrusted to the contractor for transportation should be delivered at the points intended as per the timings prescribed by the Union. Failure to adhere to these timings will attract penalty as decided by the Union.
- (16) The substitute or replacement of spare RMT should also be got approved by the General Manager or by the duly authorized person of the Union.
- (17) The milk tanks of RMTs shall be stainless steel conforming to BIS specification (inner shell – AISI 304 grade). It should keep the milk without spoilage. The milk tank should be insulated to ensure that the temperature rise limit shall not be more than 2°C in 24 hours during transportation.
- (18) RMTs shall have proper manhole and valve sealing mechanism for safe transportation of milk in good condition.
- (19) Any deviation from the specification to the disadvantage of the quality of RMT would entitle the union in taking penal action on the contractor, including termination of contract.
- (20) In case milk transported by the contractor is spoiled due to any failure or lapses or deficiency in providing the above stated requirement, the contractor should make good the loss as ascertained by the Union, apart from facing the penal action that may be taken against him under the contract.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

- (21) The unit of measurement is kilo meter based on to and fro journey from the Dairy. It commences from the starting point to the ending point prescribed by the Union. It includes filling, delivery of milk and collection and delivery of any other article as may be specified by the Union.
- (22) The distance will be prescribed by the Union. It varies from route to route and the routes are liable for changes and modification. In the event of any change of route because of construction of bridge, road formation etc, the contractor shall immediately inform the Union of such change. The Union shall accordingly record the change in route. No change in Dairy / route will be given, on the request of the contractor, unless for valid reasons.
- (23) The contractors will not be entitled to assign the routes among themselves and the routes will be allotted solely by the Union and the routes will be subjected to alteration, modification etc. as and when necessary according to exigencies.
- (24) The contractor should have spare RMTs in good condition to meet emergencies like Break Down.
- (25) Conditions as prescribed by the Union from time to time regarding the reporting of the RMTs will have to be adhered to, strictly by the contractor.
- (26) The contractor should park the RMTs at the specified time, for transportation of milk. The RMT should be made available at the respective places on completion of the trip as per schedule. Arrival and departure of the RMT will be recorded at the main gate of the Dairy or Chilling Centers / BMCs by security guard / staff. The RMT driver should ensure the time entries made in the route schedule.
- (27) The driver of the RMT and other attending person, if any should adhere to the rules and regulations of the Union besides following all the safety regulations.
- (28) The driver and attender should remain only in allotted place and they shall not wander inside the premises of the Union.
- (29) The driver and attender should subject themselves for security check, if required.
- (30) The driver should have valid driving license.
- (31) The Driver and attender of the RMT should not intermingle with the employees of the Union and disturb their work.

CONTRACTOR'S RESPONSIBILITIES

- (32) The contractor is responsible for providing as many RMTs as per contract for plying the routes.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

- (33) The contractor should engage his own men for operating the RMT. The Union will have nothing to do with the employees of the contractor. The contractor only is their employer and he is responsible for the welfare of his employees. It is also the responsibility of the contractor to ensure that his employees conform to the requirements specified by the Union.
- (34) In case of defiance by the employees of the contractor to the rules and regulation and instructions, the contractor should either mend them or replace them.
- (35) In case of strike or any other form of agitation by the employees of the contractor, the work of the Union shall not suffer on any account. There should be un-interrupted operation of the RMT as per schedule by adopting appropriate legal means.
- (36) In case the contractor is not able to operate due to strike or due to any other reason, the Union will make alternative arrangement for ensuring uninterrupted supply of milk and the Union shall levy liquidated damages plus the additional expenditures involved in making the alternative arrangement by the Union.
- (37) The contractor should have proper office and men for supervising and monitoring the operation of the RMTs, and they should ensure that the terms and conditions are fully followed.
- (38) When the Union notices unruly behaviour by the contractor's employees or their violation of the rules and regulation, the Union would require the contractor to replace them and the contractor shall do so promptly.
- (39) Continued failure to provide RMTs will attract termination of contract wholly or partly as for as the RMT is concerned and the decision of the General Manager in this regard shall be final.
- (40) The responsibility for the damage / loss that may occur to the property entrusted with the contractor owing to break down of the RMT will be that of the contractor and he will be liable to pay in full for any such losses as assessed by the Union.
- (41) The custody of the goods in transit will be the contractor's sole responsibility. Milk in transit should be insured and the proof should be submitted to the Union by the contractor.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

- (42) If during transportation, any loss to the properties of the Union namely milk occurs due to accident, the contractor should register the accident promptly at the nearest police station and produce details of the case registered to the Union for information. The loss due to spillage or spoilage etc., and the transit loss will have to be borne by the contractor.
- (43) The contractor should bear any loss/damage caused to the person (or) property of the 3rd party and the Union is in no way responsible for the same. The contractor or any person claiming losses from the contractor cannot claim any compensation from the Union for possible losses caused/sustained to their RMT due to unforeseen conditions like strike, natural calamities, bandh, accident etc.
- (44) The loss sustained by the Union on account of short delivery of milk will be recovered from the contractor as ascertained by the Union besides imposing penalty.
- (45) The RMTs shall be ready for operation for the entire period of contract other than for F.C. repairs for which a maximum of 30 days will be given. During the period of F.C. repairs the contractor is duty bound to provide alternate RMT and to ensure that there is no interruption of the scheduled operation. During the period when the permission was availed by the contractor to garage the RMT, the contractor should ensure uninterrupted contractual operations by providing substitute RMT conforming to all specifications stipulated in the tender document. There should be no deficiency in service or damage on any count, because of engaging substituted vehicle. In the absence of such substituted vehicle while the contracted RMT is garaged, the contractor shall pay to the Union, the loss if any suffered by the Union plus a fine of Rs. 1000/- per day. The request of the contractor seeking permission to garage the RMT for a period up to 30 days for carrying out fitness certification job will be considered only if the requests are received at least 30 days in advance.
- (46) The allotted RMTs shall not be sold / disposed off or leased out to others during the contract period. However the contractor is permitted to sell / dispose the allotted RMT during the contract period after getting prior permission from General Manager of the Union, provided he offers an alternative RMT of similar capacity and age lesser than the tendered RMT.
- (47) The contractor shall not involve in the sale of milk or milk products either directly or indirectly.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

ADULTERATION:

- (48) The contractor is responsible for any adulteration in milk entrusted for transportation through his RMT. If the milk transported by the contractor is found adulterated and certified by the quality control authorities at the destination in this regard, the contractor is liable for all the penal consequences besides recovery of the cost of milk so adulterated and the tanker crew will be disengaged permanently. If adulteration is repeated, it will result in blacklisting of the contract of the RMT.
- (49) The allotted RMTs shall be used for the purpose of milk transportation of the Union only. No person other than the driver, attender and the authorized employee of the Union shall be allowed to travel in the RMTs within the permissible limit prescribed in the MV Act.

PAYMENT OF BILLS

- (50) The transport charges will be paid on kilo meter basis for a tanker capacity of 9,000 litres and 15,000 litres (To and Fro) on the shortest route as approved by the Union and no other charges will be paid other than kilo meter charges. However, the contract rate will be adjusted for any variations in the price of diesel occurring subsequent to the date of publication of notice inviting tender. The increase/decrease in rate will be based on MRP of HSD sold by “any Government approved companies in the DCMPU Ltd” and mileage will be calculated as follows
1. 15000 Litre - 4.75 KM per Litre
- (51) Further, the contractor will be compensated for any hike in toll charges or levying of toll fee in the wake of opening of new toll gates subsequent to the award of the contract. The contractor should furnish the relevant toll fee receipts to the Union for claiming reimbursement.
- (52) If higher capacity vehicles are provided as substitute RMTs, the rate applicable for the tendered vehicle alone will be paid.
- (53) Payment for the transport bills will be paid on fortnightly basis. The contractor shall submit bills within three days of the completion of the fortnight. All applicable statutory deductions will be made from the bill. The payment will be made within 15 days from the date of receipt of the bill based on the satisfactory performance of the work.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

- (54) Recoveries due to shortage of milk in transit and other violations as per the agreement and tender conditions will be made from the bills directly.
- (55) The details of recoveries will be sent along with the payment. Representation on such recoveries and penalties if any by the contractor should be submitted to the General Manager of the Union within 15 days from the date of receipt of respective bill amount. No such representation will be entertained there after.
- (56) In respect of any penalty / liquidated damage imposed by the Union for violations of the provisions of the contract by the contractor, the same will be recovered from the bills payable to contractor. If there is any excess penal amount to be recovered the same will be adjusted against the subsequent bills / Security Deposit.
- (57) The contractor is liable for implementation of all applicable laws including labour laws. The contractor shall register under the EPF Act, and ESI Act etc., the contractor shall furnish the copy of EPF & ESI remittance challans of the previous month towards contribution of EPF & ESI for their employees engaged in Road Milk Tankers along with the second fortnight bill. Without this proof, the second fortnight bill will not be accepted. If the Contractor not registered under the EPF Act, and ESI Act or not furnished the proof of remittance of EPF & ESI, the Union shall recover the EPF & ESI contribution from the contractor bills. The contractor shall furnish all the required information and documents whenever the Union calls for the above purpose. If any liability devolves on the Union because of the failure of the contractor in implementing any law, the contractor shall make good the loss and pay damages to the Union.

OTHER WRONGFUL ACTS AND PENALTIES

- (58) If the RMT does not adhere to the scheduled timings as given by the Union from time to time a penalty of Rs.1,000/- per occasion shall be deducted from the hire charges of the contractor. If there is recurrence of failure to adhere to schedule, the Union will terminate the contract and impose liquidated damages.
- (59) If the milk is found to be spoiled due to late arrivals of the RMTs at the chilling center / BMC Centers / Dairy or metro dairies or non collection of milk from the supply point, the cost of such quantity of milk in question will be recovered from the contractor. If such instances are repeated, the Union will terminate the contract and impose liquidated damages.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

- (60) In the event of not providing RMT by the contractor at the specified point, leading to spoilage of milk, double the cost of milk will be levied as penalty. The amount of overhead charges that accrues to the Union or supplier will also be recovered from the contractor.

DELAYED PARKING

- (61) Failure in parking the vehicles at the appropriate time at the loading dock will attract penalty of 10% of the hire charges in addition to making good the loss if any occurred to Union in this regard by recovering from the contractor.

BREAK DOWN

- (62) The sudden stoppage of RMTs due to accident or mechanical failure or any other causes necessitating the Union to arrange substitute RMT will be considered as failure of the contractor for the purpose of imposing penalty as decided by the Union.
- (63) In case the contractor fails to collect milk from any of the supply points due to break down etc. and if the Union make alternate arrangement to transport milk to the metro dairy/ nominated place, the cost of transport and quantity of milk declared as unfit and any other losses that may occur consequently will have to be borne by the contractor.
- (64) It will be the responsibility of the contractor to make alternate arrangement for the transportation of milk in the event of any break down and ensure safe arrival for the milk at the destination. Any loss arising out of such breakdown or accidents or unforeseen circumstances like strike, bandh etc. will have to be borne by the contractor.
- (65) The RMTs should not be taken outside the premises without the permission of the Union failing which a penalty of Rs.1,000/- (Rupees One thousand only) per occasion will be imposed.

WILFUL BREAK DOWN OF RMT:

- (66) In case any wilful breakdowns of the RMT is noticed, it will be deemed that the contractor has failed to provide the RMT, apart from recovery of actual transport cost of the trip Rs.1000/- per occasion will be imposed as penalty.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

SELF STARTER

- (67) It is the responsibility of the contractor to keep the self starter in good condition. The non functioning of self starter, will attract a warning for the first occasion and a penalty of Rs.500/- (Rupees Five hundred only) for each occasion thereafter.

CONTINUOUS BREAKDOWN:

- (68) If the RMT breaks down more than two times in a fortnight it will be disengaged from operation and reengagement of such RMTs shall be made only after conducting re-inspection by the Union. The loss arising on account of such disengagement as ascertained by the Union shall be borne by the contractor.

MAINTENANCE OF VEHICLE IN HYGIENIC CONDITION.

- (69) It is the responsibility of the contractor to provide the tanker in hygienic condition for transportation of milk. Non maintenance of tanker in hygienic condition will attract a warning for the first occasion and a penalty of Rs.1000/- (Rupees one thousand only) for each occasion will be levied there after.

PENALTIES DUE TO THE IRREGULARITIES COMMITTED BY THE TANKER CREW:**(70) Deviation of Routes and Unauthorized stopping:**

The RMT should ply normally on the route allotted to it. If the RMT plies in a route other than the routes specified, it will be regarded as deviation from the route. If the RMT stops on any point other than it is intended except due to mechanical trouble and traffic obstructions it will be treated as unauthorized stopping. Such deviation of routes or unauthorized stopping will entail a penalty of Rs.500/- (Rupees five hundred only) for the first occurrence and for subsequent such occasions an additional penalty of Rs.100/- (Rupees one hundred only) per occasion will be imposed progressively.

(71) Sale of milk by the vehicle crew direct from the RMT itself:

It is the responsibility of the contractor to arrange for the correct delivery of milk at the point of destination. In case of, the vehicle crew is found selling milk from the RMT directly, the RMT will be terminated, besides levying liquidated damages.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

CARRYING OF EXCESS MILK:

- (72) It is the responsibility of the contractor to take delivery of milk loaded in the RMT at the Dairy dock before the actual dispatch of the RMT duly verifying the correctness of the quantity loaded in the RMT. Any milk found over and above the quantity as per dispatch schedule will be treated as “Excess Loading”. If at the time of the RMT being loaded at the Dairy premises or at the Security Gate or later any excess quantity of milk is found, the value of such excess quantity will be recovered from the contractor at double the cost besides disengaging the vehicle crew permanently by the contractor.

REFUSAL TO PRODUCE THE DESPATCH NOTE

- (73) The vehicle crew should produce the dispatch note and other documents to the Officers at the time of inspection on demand. Failure or refusal to produce the delivery schedules and connected documents to the inspecting officers will attract a penalty of Rs.500/- (Rupees Five hundred only) for each occasion.

THEFT OF MILK / PROPERTY OF THE UNION:

- (74) No RMT should carry the products other than those items as per dispatch note. In case any material is found taken / stolen away by the contractor / vehicle crew a penalty of Rs.1000/- (Rupees One thousand only) will be imposed for each such occasion apart from taking legal action against the person involved. In addition, the concerned RMT will be disengaged for 15 days. The vehicle crew will be disengaged permanently.

NON-PRODUCTION OF IDENTITY CARDS / DRIVING LICENSE TO THE INSPECTING OFFICERS:

- (75) The vehicle crew should produce the identity cards and driving license whenever demanded by the Inspecting Officers of the Union. Failure to produce the identity cards and driving license will attract a penalty of Rs.500/- (Rupees five hundred only) per occasion. The vehicle crew will be prohibited from entering the Dairy premises without identity card and driving license.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

MIS-BEHAVIOR OF VEHICLE CREW

- (76) The vehicle crew (or) any employee of the contractor found drunk while on duty will not be allowed to ply in the RMT / to be in the dairy premises. The RMT crew should behave politely and gently. If the Union reports about mis-behaviour/ misconduct / involvement in case of adulteration or any other misconduct of the RMT crew, such persons should be disengaged immediately by the contractor and the fact should be informed to the Union. For this purpose name of such disqualified persons will be displayed at the Security point at the Dairies. Any violation in this regard will attract a penalty of Rs.500/- (Rupees five hundred only) per occasion to the contractor.

GAMBLING/ PLAYING CARDS IN THE DAIRY PREMISES:

- (77) No gambling / playing cards by tanker crew should take place in the dairy premises. Any violation in this regard will attract a penalty Rs.500/- (Rupees five hundred only) per head per occasion.

REFUSAL TO TAKE THE RMT:

- (78) No driver should refuse to operate the RMT either from the Dairy premises or elsewhere. A penalty of Rs.500/- (Rupees Five hundred only) will be levied on the contractor for the first occasion and for subsequent such occasion the vehicle crew will be disengaged.

INSTIGATION FOR SUDDEN STOPPAGE OF RMT:

- (79) No quarrel / any untoward incident should take place inside the dairy premises either by a vehicle crew or by mobilization of the crew of other RMT. If any attempt / instigation by the particular vehicle crew with the other contractor or vice versa then the vehicle crew responsible for such misdeed shall be disengaged and may also lead to termination of the contract.

CARRYING OF UNAUTHORIZED PERSONS IN THE RMT:

- (80) The vehicle provided by the contractor should not carry any unauthorized person. If lapse in this regard is noticed a penalty of Rs.500/- (Rupees Five hundred only) per head will be levied at the first instance and Rs.1000/- (Rupees Thousand only) per head thereafter.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

UNAUTHORIZED CHANGE OF PERSONS IN THE RMT:

- (81) No change of persons (vehicle crew) will be allowed en-route. If any change of vehicle crew is noticed en-route it will attract a penalty of Rs.500/- (Rupees Five Hundred only) for each occasion.

UNAUTHORIZED DRIVING

- (82) Contractor should ensure that the RMTs are driven only by valid license holders. Failing which a penalty of Rs.5000/- will be levied by the Union for the first occasion and the contract for the RMT will be terminated on the subsequent occasion.

REFUSAL TO PLY THE RMT IN THE ROUTE ALLOTTED BY THE DUTY OFFICERS:

- (83) The RMT should ply normally in the route allotted to it. Due to administrative reasons the RMT intended for one route may be allotted to ply in any other route by the duty officer concerned and it is the responsibility of the contractor to ply the RMT in the allotted route. Any refusal on the part of the contractor will attract a penalty of Rs.500/- (Rupees Five hundred only) for each occasion.

SUBSTITUTE RMT:

- (84) In the event of the contractor not being able to provide the required number of RMTs, the Union reserves the right to engage RMTs from other sources or ply Union's own RMTs and the additional expenditure incurred thereof would be recovered from the contractor.

SECURITY DEPOSIT

- (85) The security Deposit is liable to be forfeited in case of termination of the contract.
- (86) No interest will be paid on the Security Deposit.
- (87) In the event of extension of contract, the Security Deposit shall be retained for the extended period of contract or the contractor shall extend the Bank Guarantee period to the extent of extension of contract period.
- (88) The Security Deposit shall be refunded after six months of the successful completion of the contract or audit / reconciliation whichever is earlier and subject to the production of original receipt.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

LEGAL ENTITLEMENT

- (89) Union shall be entitled to file criminal case against the contractor, if the contractor commits any offence as defined under various laws in-force.

UNIFORM TO VEHICLE CREW:

- (90) The contractor shall provide Khaki uniform to the vehicle driver and it is the duty of the contractor to ensure vehicle drivers wear uniform while they are on duty.

RIGHT TO ADVERTISE:

- (91) The Union shall have the right to have advertisement on the RMTs. The contractor cannot make any objection or claim any charges on this from the Union.

PAYMENT OF STATUTORY DUES:

- (92) The contractor should ensure that all statutory dues / remittances such as road tax, insurance etc. are paid up to date and the Union will not be held responsible for any lapses or default in this account.

DEDUCTION OF STATUTORY TAXES

- (93) Income tax at the prevailing rates shall be deducted from each running bill of the contractor, in accordance with the income tax act in force. The necessary certification for tax deduction will be issued once in a quarter.

INSURANCE

- (94) The contractor shall arrange for insuring the cost of milk transported in his RMT (Cargo Insurance).

GENERAL

- (95) The General Manager of the Union reserves the right to add, subtract or modify any of the terms and conditions and clauses of the agreement with the consent of the contractor during the contract period.
- (96) The General Manager of the Union reserves the right to impose penalty at his discretion for any misdeed or violations not mentioned in the agreement.
- (97) For all disputes arising out of the terms and other matters the decision of the General Manager of the Union will be final and binding.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

- (98) The relationship between the Union and the bidder is one of principal to principal and not one of principal to agent.
- (99) The tender conditions also will form part and parcel of this agreement.

TERMINATION OF CONTRACT

- (100) The contract can be terminated by the Union, if any default is noticed as per tender terms and conditions by giving 30 days notice to the contractor.

ARBITRATION

- (101) The parties hereby agree to resolve any disputes arising out of this agreement through arbitration by the sole arbitrator appointed by the General Manager of the Union and agree that the Arbitration and conciliation Act 1996 will apply.

TERRITORIAL JURISDICTION

- (102) The parties hereby agree to take recourse to their legal remedies within the territorial jurisdiction of the Deputy Register (Dairying) Court at

Date :

Office Seal :

Noted and agreed to the above

SIGNATURE OF THE BIDDER

Annexure – (G) For 15000 Litre capacity

1. Name of the Bidder :
2. Registered Office Address :
3. Address for communication :
4. Telephone Number & Mobile :
5. Name of the immediate person :
 - a) Contact Person Designation :
 - b) Contact Person Mobile No. :
6. Is the Bidder A. Partnership B. Firm
C. Sole Proprietorship D. Co-Operative
Society (List of Directors/ Partners/ Members should be enclosed)
7. No of Road Milk Tanker offered :

Sl.No.	Tanker Milk Carrying Capacity	Required	Offered
1.	15000 Litre		
8. Declaration:
 - a. The RMTs shall be in the road worthy condition and its age must be lesser than (Eleven)years as on the date of publication of notice inviting tender. The age of the vehicle will be calculated from the date of first registration of the RMT.
 - b. The R.C. Books of the tankers are in the name of the Bidder.
 - c. Photostat copies of (a) RC book (b) Fitness Certificate (c) Insurances Certificate (d) Permit (e) Road Tax of the vehicle offered are enclosed.

Signature of Application with Seal

Noted and agreed to the above

SIGNATURE OF THE BIDDER

Annexure – H

Technical Specification of 15000 Litre Road Milk Tankers

1. Name of the Bidder
2. Address of the Bidder
3. Name and address of the Bidder
(as per R.C. Book)
4. Make / Type of Vehicle
5. Regn. No. of the vehicle
6. Engine Number of the vehicle
7. Chassis Number of the vehicle
8. Date of Expiry of
 - a) F.C.
 - b) Permit Suitable for milk Transportation
 - c) Insurance
 - d) Road Tax
 - e) Green Tax
 - f) FSSAI
9. Carrying Capacity (15000 Litre)
 - a) ULW.....Kg
 - b) GVW.....Kg
 - (b-a)Kg
10. Pay Load
11. Milk Tank Capacity
No. of Compartment
 1. Front Ltrs
 2. Middle Ltrs
 3. Rear Ltrs
 4. Total Ltrs
12. Type / Size of milk valve
(Butterfly valve – 53 mm / 63.5 mm)
13. Valve Box size
(Min: 400mm x 250 mm)
14. Milk tank Specification
 - a) Length of the Milk Tank
 - b) Width of the Milk Tank
 - c) Height of the Milk Tank

Signature of Application with Seal

Noted and agreed to the above

SIGNATURE OF THE BIDDER

- | | | | |
|-----|---|---|-----------------|
| 15. | Man hole diameter (500 mm) | : |in mm |
| 16. | Barrel slope for free drain of milk
(M.S. Runner height Min : 3'') | : | |
| | i) Front end | : | in inches |
| | ii) Rear end | : | in inches |
| 17. | PUF Insulation (100 mm Thickness) | : | in mm |
| 18. | Provisions of the milk tank | | |
| | a. Valve door sealing provisions: | : | |
| | b. Milk valve and 'O' rings | : | |
| | c. Man hole door sealing provisions | : | |
| | d. Man hole cover sealing provisions | : | |
| | e. Man hole door gasket | : | |
| | f. Man hole air vent dummy | : | |
| | g. Ladder | : | |

Signature of Application with Seal

Noted and agreed to the above

SIGNATURE OF THE BIDDER

54
Annexure - K

Subject: Tanker Volume Analysis Report

1. Name of the Bidder :
2. Name and address of the Bidder :
(as per R.C. Book)
3. Vehicle Make :
4. Vehicle Registration No. :
5. Engine Number :
6. Chassis Number :
7. Milk Transit Capacity : Actual barrel Capacity
- a) ULW..... kgs. : 1) Front.....in Ltrs.
- b) GLW.....kgs. : 2) Middle.....in Ltrs.
- (b-a) Diff.....kgs. : 3) Rear.....in Ltrs.
- : (1+2+3) Total.....in Ltrs.
- : a) Tender Volume : inLtrs
- : b) Physical Volume : inLtrs
- : c =(a-b)Difference : inLtrs

8. Milk Tank Specification

- 1) Length:.....in cm
- 2) Width :..... in cm
- 3) Height:..... in cm
- 4) Inner wall built in:.....SS/MS
- 5) Outer wall built in:.....SS/MS

Calibration dt:

Calibration Conducted by:

Name:

Designation:

Date:

Signature

Attested by

Name of the Owner:

General Manager

Dt:

Office Seal

Noted and agreed to the above

SIGNATURE OF THE BIDDER



NAME OF THE LIMITED TENDER	:	TRANSIT MILK THROUGH ROAD MILK TANKERS ON CONTRACT BASIS
CAPACITY OF THE MILK TANK	:	15000 Litre : Total :
SCOPE OF WORK	:	OF MILK FROM / TO DCMPU DAIRIES / CHILLING CENTERS / BULK MILK COOLERS OF TAMILNADU / ANDHRA PRADESH / KARNATAKA / KERALA / TELANGANA STATES AND OTHER DAIRIES/ DINDIGUL - TVMALAI,PALANI-TVMALAI DCPD
CONTRACT PERIOD	:	6MONTHS
TENDER NOTICE REFERENCE	:	

LIMITED TENDER

COMMERCIAL BID

Dindigul District Co-Operative Milk Producers' Union Ltd,
Dindigul

Noted and agreed to the above

SIGNATURE OF THE BIDDER

INDEX

Sl.No.	Description	PageNo.
1.	Qualification	1
2.	Price Quote Schedule – B (15000 Litre Capacity)	2

Noted and agreed to the above

SIGNATURE OF THE BIDDER

QUALIFICATION

The commercial offers of such of those bidder who qualify themselves for being considered for Supply of No. of 15000 Litre Capacity Road Milk Tankers on Hire for Transportation of Milk From / To DCMPU Dairies / Chilling Centers / Bulk Milk Coolers of Tamilnadu / Andhra Pradesh / Karnataka / Kerala / Telangana States and Other Dairies DINDIGUL - TVMALAI,PALANI-TVMALAI DCPD for the Period 6 months by fulfilling the entire terms and conditions as laid in "Technical Bid" of this tender, will be considered for the finalization of the tender. Other commercial offers not qualifying as above will be rejected outright.

Noted and agreed to the above

SIGNATURE OF THE BIDDER

2SUPPLY OF No. OF, 15000 LITRE CAPACITY ROAD MILK TANKERS ON HIRE FOR
TRANSPORTATION OF MILK FROM / TO DCMPU DAIRIES / CHILLING CENTERS / BULK
MILK COOLERS OF TAMILNADU / ANDHRA PRADESH / KARNATAKA / KERALA /
TELANGANA STATES AND OTHER DAIRIES / DINDIGUL -TVMALAI,PALANI-TVMALAI
DCPP

PRICE QUOTE SCHEDULE - B

Contract Period:	
------------------	--

Vehicle Registration No.: _____

Sl.No.	Milk Carrying Capacity (in litres)	Rate / KM (With out toll fee)		Rs. (In Words)
		Rs.	Paisa	
1	15000			

Notes:-

- 1) All the rates should be only in terms of Indian Rupees.
- 2) Phrases like 'Extra', 'as applicable', 'at the prevailing rate' etc. should not be quoted to avoid ambiguity.

Seal of the firm

Signature of the bidder
(with Seal)

Witness:

1. Signature:
Name:
Mobile No.:

2. Signature:
Name:
Mobile No.:

Date:

Noted and agreed to the above

SIGNATURE OF THE BIDDER